U.S. Department of Justice

Washington, DC 20530

OMB NO. 1124-0006; Expires February 28, 2014

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name and Address of Registrant Brown Lloyd James		2. Registration No.
250 West 57th Street, Suite 1311 New York, NY 10107		5875
3. Name of Foreign Principal Murr Television (aka MurrTV)	4. Principal Address of Foreign Principal Mr. Elie Nakouzi RML Building Fouad Chéhab Avenue - Achrafieh Fas Beirut, Lebanon, 166000	
5. Indicate whether your foreign principal is one of the followin ☐ Foreign government ☐ Foreign political party	ng:	
 ✓ Foreign or domestic organization: If either, check or ☐ Partnership ☐ Corporation ☐ Association ☐ Individual-State nationality 	Committee Voluntary group	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official with whom registrant decompositions.	als	
7. If the foreign principal is a foreign political party, state: a) Principal address		·
b) Name and title of official with whom registrant dec) Principal aim	eals	

Q If the fersion ====	ainal is not a foreign savarnment or a foreign	an political narto	•	
	cipal is not a foreign government or a foreign activity of this foreign.			
Murr Tel media re	levision, aka MurrTV, is a privately-owned esponsibility and journalistic integrity when the purpose of promoting their efforts in	television station ile informing and	entertaining its viewers. B	
		•	•	
•				
b) Is this fo	oreign principal:			
,	by a foreign government, foreign political	party, or other fore	ign principal	Yes □ No ⊠
Owned by a foreign government, foreign political party, or other foreign principal				Yes □ No ⊠
	a foreign government, foreign political par			Yes □ No 🗵
Controlled b	by a foreign government, foreign political p	party, or other fore	gn principal	Yes □ No ⊠
Financed by	a foreign government, foreign political pa	rty, or other foreig	n principal	Yes □ No ⊠
Subsidized in	n part by a foreign government, foreign po	litical party, or oth	er foreign principal	Yes □ No ⊠
				•
Explain fully all it	ems answered "Yes" in Item 8(b). (If addi	itional space is nee	ded, a full insert page must	be used.)
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O If the foreign pri	ncipal is an organization and is not owned	or controlled by a	foreign government foreign	nalitical party or other
	, state who owns and controls it.	or controlled by a	ioreign government, ioreign	political party of outer
Murr Television is	principally owned by Lebanese politician	Gabriel Murr, and	l is principally directed by h	is son Michel Murr.
				·
•	•			•
	EX	ECUTION		
	•			
information set for	th 28 U.S.C. § 1746, the undersigned sweaterth in this Exhibit A to the registration state eir entirety true and accurate to the best of	tement and that he	she is familiar with the cont	
•				
Date of Exhibit A	Name and Title		Signature	
July 27, 2011	Michael Holtzman, President		/s/ Michael Holtzman	eSiane

eSigned

Received by NSD/FARA Registration Unit 07/27/2011 1:38:14 PM OMB NO. 1124-0004; Expires February 28, 2014

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

DC 21	one of the office of information and regulatory whatis,	The of Management and Budget, Washington, De 2000.		
	ame of Registrant	2. Registration No.		
Brown Lloyd James 250 West 57th Street, Suite 1311		5875		
3. Na	ame of Foreign Principal			
Mu	ırr Television (aka MurrTV)			
	Check A	ppropriate Box:		
4. ⊠	The agreement between the registrant and the above-na checked, attach a copy of the contract to this exhibit.	med foreign principal is a formal written contract. If this box is		
5. 🗆	foreign principal has resulted from an exchange of corre	ant and the foreign principal. The agreement with the above-named espondence. If this box is checked, attach a copy of all pertinent all which has been adopted by reference in such correspondence.		
6. 🗌	contract nor an exchange of correspondence between th	and the foreign principal is the result of neither a formal written ne parties. If this box is checked, give a complete description below of estanding, its duration, the fees and expenses, if any, to be received.		
7. De	escribe fully the nature and method of performance of the	above indicated agreement or understanding.		
(V	Ve have attached both contracts executed since the beg	ginning of this representation.)		
th		d television station based in Lebanon, we assisted with promoting nt, thought-provoking shows. As part of this representation, we documents, and arranged for media interviews.		

media contacts.					
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					etion 1(o) of the Act and
				ons, interests or po	dicies to be influenced
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If yes, describe all together with the m		eve this purpose		ons, interests or po	dicies to be influenced

Date of Exhibit B

Name and Title

Signature

/s/ Michael Holtzman

eSigned

Footnote: Political activity as defined in Section 1(a) of the Act means any activity which the person engaging in believes will, or that the person intends to in any way influence.

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA

November 15, 2010

Mr. Elie Nakouzi Murr Television (MTV) RML Building Fouad Chéhab Avenue - Achrafieh Fassouh Beirut, Lebanon, 166000

Dear Mr. Elle Nakouzi,

This letter Agreement ("Agreement") sets forth the terms and conditions under which Brown Lloyd James ("Agency") agrees to provide public relations and related consulting services to Murr TV ("Client") effective as of November 15, 2010 (the "Effective Date").

1. Services

- a. Agency shall provide a broad range of public relations including those outlined in the US Public Relations Proposal for Murr TV in Appendix A of this contract. All services provided by Agency hereunder are collectively referred to herein as the "Services."
- b. Agency will not bind Client in any way to any third party without obtaining Client's express written consent, except that Agency may incur certain Expenses (as hereinafter defined) without Client's advance approval in accordance with the terms of Section 2.b. hereof

2. Compensation and Expenses

For our services and outlays on your behalf, you agree to pay us compensation as follows:

- a. Retainer: Client shall pay Agency a flat fee (the "Fee") of \$10,000 (Ten Thousand US Dollars) per month due upon receipt of invoice.
- b. Expenses: Client shall reimburse Agency for Agency's reasonable, actual out-of-pocket expenditures upon Client's receipt of itemization thereof with respect to media luncheons, travel, trademark search reports, sales tax, freight shipping, mail, telephone, facsimiles, messenger and courier services (each, an "Expense"); provided, however, that Agency must obtain Client's advance approval of any individual Expense exceeding \$500.00. All expenses must be expended directly in connection with the agency's services to the client as set forth in this Agreement. All other expenses (including, without limitation, media costs and vendor charges) must be pre-approved in writing by Client. Excluding above expenses, certain out-of-pocket expenses such as production and design will be billed at standard agency mark-up of 17.65%.

Client Initials 17-07

250 WEST 57⁷⁴ STREET, SUITE 1311, NEW YORK, NY 10107 TEL: +1 212 486 7070 FAX: +1 212 486 7091 <u>WWW.BROWNŁLOYDIAMES.COM</u>

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA

c. Additional Projects: For any projects we mutually agree upon that are beyond the scope of this Agreement, we will provide estimates that would require Client's prior written approval, provided that contract has not been terminated.

3. Term:

- a. This Agreement is effective on a three-month basis.
- b. The Client has the right to terminate this Agreement provided they give two months written notice (the "Notice Period"). During the Notice Period, the Agreement will remain in full force and effect and both parties will continue to perform in accordance with this Agreement. The rights, duties and responsibilities of Agency and Client shall continue in full force and effect during the Notice Period
- c. Upon termination, any materials or services Agency has committed to purchase for Client, with Client's advance written approval, shall be paid for by Client and Agency shall receive applicable compensation as outlined herein for Services rendered through the date of termination. Upon termination, Agency shall return to Client all Client property and Client materials in Agency's possession or control.

4. Confidentiality

Agency shall ensure that information or materials disclosed to or otherwise accessed by Agency hereunder that (a) Client specifically identifies as proprietary or confidential information, or (b) given the nature of such information or the circumstances surrounding its disclosure, reasonably should be construed as confidential (collectively, "Confidential Information") is not disclosed to any third party or used by Agency for any purpose other than as specifically authorized hereunder. Confidential Information does not include information known to Agency prior to disclosure by Client, information that is publicly known or information available from or disclosed by a third party not bound in a confidential relationship with Client. Agency shall inform Client of all requests for or inquiries into Client's Confidential Information by third parties and shall only provide same when legally obliged to do so after notice to Client. In the course of performing the Services, Agency may disclose Confidential Information as Client shall have approved for disclosure.

5. Ownership; Use of Materials

Subject to any third party rights in licensed elements, Client shall be sole owner of all rights, title and interest in and to materials developed and produced by Agency on Client's behalf and all such materials shall be deemed to be "works made for hire" and made in the course of the Services rendered hereunder; provided that, with respect to each material, Client shall have paid all invoices due and owing to Agency for such material pursuant to this Agreement. To the extent that title to any such

Client Initials 17.62

250 WEST 57TH STREET, SUITE 1311, NEW YORK, NY 10107 TEL: +1 212 486 7070 FAX; +1 212 486 7091 <u>WWW.BROWNLLOYDJAMES.COM</u>

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA

materials may not, by operation of law, vest in Client or such materials may not be considered works made for hire; title and interest therein are hereby assigned to Client. Client shall have the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Agency agrees to give Client, and any person designated by Client, any reasonable assistance required to perfect the rights defined in this Section. Client understands and agrees that its rights in any third party materials or any third party services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable Agreement. Agency may use any materials produced hereunder in Agency's portfolio, on Agency's web site and for internal and trade purposes. Client agrees that mention of Client's name in other contexts (including trade journals, Agency brochures, press releases, submission for awards and Agency's website) may occur with Client's prior approval.

6. Limitation of Liability

Except with respect to a party's indemnification obligations hereunder under Section 9 hereof, in no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

7. Force Majeure

Agency shall not be liable for any delay or failure to carry or make continuously available the Services, nor shall Client be liable for any delay or failure to make any payments hereunder, if any such delay or failure is due to any cause beyond the control of Agency or Client, as the case may be, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns; provided, that each party undertakes commercially reasonable efforts to remedy such failure or delay and performs its obligations immediately after the force majeure event has ceased.

8. Arbitration and Governing Law

Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The controversy or claim shall be settled by a single arbitrator, and all hearings shall be held in New York, New York. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. In rendering the award, the arbitrator shall interpret this Agreement In accordance with the substantive laws of the State of New York, without regard to its conflict of law rules.

Client Initials 17.17.

250 WEST 57TH STREET, SUITE 1311, NEW YORK, NY 10107 TEL: +1 212 486 7070 FAX; +1 212 486 7091 WWW.BROWNLLOYDJAMES.COM

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA

9. Waiver

No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

10. Entire Agreement; Severability

This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or Agreement. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

If the above meets with your approval, kindly indicate your consent by signing both enclosed originals of this letter where indicated, return one to us and retain the other for your files. Please enclose payment of \$10,000 (Ten Thousand US Dollars) representing the first month's payment.

Wire Instructions:	
City National Bank, 400 Park Avenue, 20th Floor, No	ew York, New York 10022
Account Name: Brown Lloyd James	
Account #:	
Routing / Wire Transfer	
SWIFT Code:	
Very truly yours,	ACCEPTED & AGREED
Brown Lloyd Jahoes	Murr TV
Ву:	ву:
Printed Name: Peter Brown	Printed Name: Midel GC Ture
Title: President & CEO	Title: Chrisman & CEO
Address: New York, New York, USA	Address: WALLACHER, BETW CESTORE IS
Date: 11 . 9 . 10	Date: 14 83 40

250 WEST 57 STREET, SUITE 1311, NEW YORK, NY 10107 TEL: +1 212 486 7070 FAX: +1 212 486 7091 WWW.BROWNLLOYDJAMES.COM

Client Initials <u>F7.67</u>

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA HO CHI MINH CITY

February 15, 2011

Mr. Michel Murr Murr Television (MTV) RML Building Fouad Chehab Avenue - Achrafieh Fassouh Beirut, Lebanon, 166000

Dear Mr. Michel Murr.

This letter Agreement ("Agreement") sets forth the terms and conditions under which Brown Lloyd James ("Agency") agrees to provide public relations and related consulting services to Murr Television ("Client") effective as of February 15, 2011 (the "Effective Date").

1. Services

- a. Agency shall provide a broad range of public relations services. All services provided by Agency hereunder are collectively referred to herein as the "Services."
- Agency will not bind Client in any way to any third party without obtaining Client's express
 written consent, except that Agency may incur certain Expenses (as hereinafter defined) without
 Client's advance approval in accordance with the terms of Section 2.b. hereof

2. Compensation and Expenses

For our services and outlays on your behalf, you agree to pay us compensation as follows:

- a. Retainer: Client shall pay Agency a flat fee (the "Fee") of \$10,000 (Ten Thousand US Dollars) per month due upon receipt of invoice. Payment is due on the 1" of every month throughout the life of this Agreement (Appendix A).
- b. Expenses: Client shall reimburse Agency for Agency's reasonable, actual out-of-pocket expenditures upon Client's receipt of itemization thereof with respect to media functions, travel, trademark search reports, sales tax, freight shipping, mail, telephone, facsimiles, messenger and courier services (each, an "Expense"); provided, however, that Agency must obtain Client's advance approval of any individual Expense exceeding \$500.00. All expenses must be expended directly in connection with the agency's services to the client as set forth in this Agreement. All other expenses (including, without limitation, media costs and vendor charges) must be pre-approved in writing by Client. Excluding above expenses, certain out-of-pocket expenses such as production and design will be billed at standard agency mark-up of 17.65%.

Chent Initials 1727

250 WEST \$7¹¹ STRECT, SUITE 1311, NEW YORK: NY 10107 - 111 +) 712 486 7070 - CAX + 1 712 486 7091 - WWW.BROWNGLOYDIAMES.COM

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA HO CHIMINH CITY

c. Additional Projects: For any projects we mutually agree upon that are beyond the scope of this Agreement, we will provide estimates that would require Client's prior written approval, provided that contract has not been terminated.

3. Teim:

- a. This Agreement is effective on a six-month basis.
- b. The Client has the right to terminate this Agreement provided they give two months written notice (the "Notice Period"). During the Notice Period, the Agreement will remain in full force and effect and both parties will continue to perform in accordance with this Agreement. The rights, duties and responsibilities of Agency and Client shall continue in full force and effect during the Notice Period.
- c. Upon termination, any materials or services Agency has committed to purchase for Client, with Client's advance written approval, shall be paid for by Client and Agency shall receive applicable compensation as outlined herein for Services rendered through the date of termination. Upon termination, Agency shall return to Client all Client property and Client materials in Agency's possession or control

4. Confidentiality

Agency shall ensure that information or materials disclosed to or otherwise accessed by Agency hereunder that (a) Client specifically identifies as proprietary or confidential information, or (b) given the nature of such information or the circumstances surrounding its disclosure, reasonably should be construed as confidential (collectively, "Confidential Information") is not disclosed to any third party or used by Agency for any purpose other than as specifically authorized hereunder. Confidential Information does not include information known to Agency prior to disclosure by Client, information that is publicly known or information available from or disclosed by a third party not bound in a confidential relationship with Client. Agency shall inform Client of all requests for or inquiries into Client's Confidential Information by third parties and shall only provide same when legally obliged to do so after notice to Client. In the course of performing the Services, Agency may disclose Confidential Information as Client shall have approved for disclosure.

5. Ownership; Use of Materials

Subject to any third party rights in licensed elements, Client shall be sole owner of all rights, title and interest in and to materials developed and produced by Agency on Client's behalf and all such materials shall be deemed to be "works made for hire" and made in the course of the Services rendered hereunder; provided that, with respect to each material, Client shall have paid all invoices due and owing to Agency for such material pursuant to this Agreement. To the extent that title to any such

Client mitials 7277

. 250 WEST 57 STREET, SUITE 1311, NEW YORK, NY 10107 | 11U +1 214,486 7070 | 14X +1 212 486 7091 | WWW BROWNLOYDIAMES COM

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NEW YORK WASHINGTON LONDON DOHA HO CHIMINH CITY

materials may not, by operation of law, vest in Client or such materials may not be considered works made for hire; title and interest therein are hereby assigned to Client. Client shall have the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Agency agrees to give Client, and any person designated by Client, any reasonable assistance required to perfect the rights defined in this Section. Client understands and agrees that its rights in any third party materials or any third party services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable Agreement. Agency may use any materials produced hereunder in Agency's portfolio, on Agency's web site and for internal and trade purposes. Client agrees that mention of Client's name in other contexts (including trade journals, Agency brochures, press releases, submission for awards and Agency's website) may occur with Client's prior approval

6. Limitation of Liability

Except with respect to a party's indemnification obligations hereunder under Section 9 hereof, in no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

7. Force Majeure

Agency shall not be liable for any delay or failure to carry or make continuously available the Services, nor shall Client be liable for any delay or failure to make any payments hereunder, if any such delay or failure is due to any cause beyond the control of Agency or Chent, as the case may be, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns; provided, that each party undertakes commercially reasonable efforts to remedy such failure or delay and performs its obligations immediately after the force majeure event has ceased.

8 Arbitration and Governing Law

Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The controversy or claim shall be settled by a single arbitrator, and all hearings shall be held in New York, New York. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. In rendering the award, the arbitrator shall interpret this Agreement in accordance with the substantive laws of the State of New York, without regard to its conflict of law rules.

Client Initials 27:7

250 WEST 57 STREET, SQREETSTE, NEW YORK, NY 10107 - 131 + 1-212 486 7070 - FAX (1-217 486 709) - WWW BROWNELOYDIAMES COM

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA HO CHI MINH CITY

9. Waiver

No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

10. Entire Agreement, Severability

This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or Agreement. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

If the above meets with your approval, kindly indicate your consent by signing this letter where indicated, return to us and retain a copy for your files. Please enclose payment of \$10,000 (Ten Thousand US Dollars) representing the first month's payment.

Wire Instructions: HSBC New York, 452 Fifth Avenue, New York, NY 10018 Account Name, Brown Lloyd James LTD Account No. 1	
Wire Transfer/Routing No.	
Very truly yours,	ACCEPTED & AGREED
For and on behalf of Brown Lloyd James LTD	For and on behalf of Murr Television
By:	ву:
Name (Print): Peter Brown	Name (Print): 11. CARTO SEL VILVA
Title: President & CEO	Title: Characa Cold
Date: 4.25.11	Date: 21/04/41
	Client Initials 17.5

250 WEST 57¹⁵ STREET, SUITE 1311, NEW YORK, NY 10107 – TEL: ±1 212 486 7070 – FAX: ±1 212 486 7091 – WWW.BROWNLLOYDJAMES.COM

Brown Lloyd James

NEW YORK WASHINGTON LONDON DOHA HO CHEMINH CITY

Appendix A - Summary of Financial Terms

Contract Terms. February 15, 2011 - August 15, 2011

Total Contract Price. \$60,000 (Sixty Thousand U.S. Dollars)

Payable in monthly installments of \$10,000 (Ten Thousand U.S. DOLLARS) due on the 1" of each month.

Reimbursable Expenses. Agency shall be entitled to reimbursement of the following reasonable and necessary expenses in accordance with the procedures set forth below and which includes the following:

- Airfare to advance and staff travel
- Hotel accommodations during staff travel
- Hotel accommodations for up to one week in advance of staff travel
- · Local transportation including rail, taxi, bus, and rental vehicles
- Meals and out of pocket incidentals
- Telecommunications / communications logistics
- Postage and shipping / courier services
- In-house printing and reproduction
- Other project expenses: photocopying, laser printing, and so forth

Travel & Lodging. Expenses for travel to and from the site where Services are to be performed shall be by way of the available airfare or train fare (whichever is most reasonably expedient). Travel time shall not be billable. In no event, however, shall client be responsible for unreasonable or excessive expenses.

Notwithstanding the location of lodging selected, lodging expenses shall be reimbursed at direct cost.

Change Orders & Additional Projects. Any additional work beyond the scope of the initial letter of agreement will be secured in written form through a Change Order duly executed by both parties.

Any advertising, web site design, major events, seminars, conferences and travel related expenses will require a 100% advance in order to proceed. The final billing of all these large expenditures will include the 17.65% mark up. It is preferable that all travel (airfare and hotel expenses) be prepaid by the client on their credit cards to avoid the agency mark up. All these large expenditures will require a signed purchase order from the client.

Reimbursement Procedures. Client will reimburse Agency on the basis of documented receipts, invoices, or credit card statements, with all contractual mark-up of 17.65% included. Agency shall submit all relevant receipts and vouchers along with its invoices, and shall provide client with access to all records necessary to verify such expenses upon request from client.

Chent	mitials	17.7

250 WEST 52 STREET, SCHIE 1311, NEW YORK, NY 10107 - 15C +1 212 486 7070 - FAX. +1 212 486 7091 - WWW BROWNLOYDIAMES.COM